

## 2.4 Monitoring and Evaluation

In order to assure satisfactory performance by the Contractor, the Department and the Contractor agree to the monitoring and evaluation plan described in the "TSCN Plan for Title XIX Acute Care Review." The Department, and the Department of Health and Human Services, may evaluate, through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement. The Department, and the Department of Health and Human Services, may audit and inspect any of the Contractor's records that pertain to services performed and determination of amounts payable under this Agreement, including such financial information as may reasonably be requested. Such access to records by the Department shall continue beyond the termination date of this contract for a period of three (3) years.

The Contractor agrees to notify the Department of termination or non-renewal of the Contractor's agreement with the Department of Health and Human Services to perform review for services provided under Title XVIII of the Social Security Act.

## 2.5 Non-Discrimination.

The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990,

P.L. 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.

2.9 Fiscal Responsibility and Payment for Services

This agreement, having been extended in accordance with paragraph 1.9, now covers the period beginning August 1, 1991, and terminating June 30, 1993.

The Department agrees to pay the Contractor for acute care review services provided during the first eleven-month period of the Contract an amount of

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Transmittal # MS-91-21

Supersedes

Approved

OCT 03 1991

Effective

AUG 01 1991

\$688,487. The Department will pay the Contractor in eleven equal installments of \$62,589.75 each. The Department agrees to pay the Contractor for acute care services provided during the next twelve-month period of the Contract an amount of \$788,631. The Department will pay the Contractor in twelve equal installments of \$65,719.25.

2.10 Lobbying.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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2.11 Research.

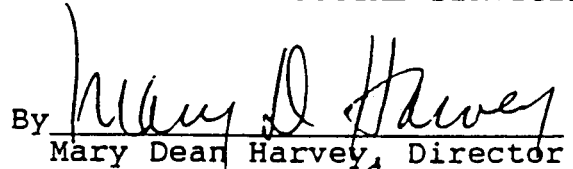
The service provider may not engage in research utilizing the information obtained through the performance of this contract without express written consent of the Director of the Nebraska Department of Social Services.

The Contract shall remain the same in all other aspects.

APPROVED AS TO LEGAL FORM

BY   
Legal Services Division


STATE OF NEBRASKA  
DEPARTMENT OF SOCIAL SERVICES

BY   
Mary Dean Harvey, Director

Dated this 27 day of  
August, 1991

THE SUNDERBRUCH CORPORATION-NEBRASKA

42-0992483  
Federal Taxpayer Identification  
Number or Social Security  
Number of Contractor

BY   
Fred Perre

Dated this 13th day of  
September, 1991

MC/HH0150M

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